

CONRAIL®



0100070001

RECORDATION NO. 18357 F FILED 1425

DEC 20 1993 -9 05 AM

INTERSTATE COMMERCE COMMISSION

December 17, 1993

Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, NW  
Washington, DC 20423

HAND DELIVERED

Re: Lease of Locomotives from First Security Bank of Utah to Consolidated Rail Corporation

Dear Mr. Strickland:

Enclosed are an original and two originally certified counterparts of the secondary document described below. The primary and secondary documents to which this secondary document relates are (1) a Lease Agreement, dated August 3, 1993, between First Security Bank of Utah, NA, as Owner Trustee, ("Lessor") and Consolidated Rail Corporation ("Lessee"), filed August 3, 1993 under ICC Recordation No. 18357, as supplemented by Lease Agreement Supplement No. 1 dated as of September 30, 1993 (Recordation No. 18357-B) and Lease Agreement Supplement No. 2 dated as of December 15, 1993 (Recordation No. 18357-D) and (2) a Mortgage and Lease Assignment, dated August 3, 1993, among First Security Bank of Utah, NA ("Borrower") and Concord Asset Management, Inc. ("Lender"), filed August 3, 1993 under ICC Recordation No. 18357-A, as supplemented by Mortgage and Lease Assignment Supplement No. 1, dated as of September 30, 1993 (Recordation No. 18357-C) and Mortgage and Lease Assignment Supplement No. 2, dated as of December 15, 1993 (Recordation No. 18357-E). The enclosed documents are to be recorded pursuant to Section 11303, Title 49, of the United States Code.

The enclosed secondary document is:

Amendment No. 1 to Lease Agreement, dated as of December 17, 1993, between First Security Bank of Utah, NA, and Consolidated Rail Corporation. The names and addresses of the parties to the document are as follows:

December 17, 1993

Page 2

Lessee: Consolidated Rail Corporation  
Two Commerce Square  
2001 Market Street  
PO Box 41425  
Phila., PA 19101-25

Lessor: First Security Bank of Utah, NA, as Owner Trustee  
Corporate Trust Department  
79 South Main Street  
PO Box 30007  
Salt Lake City, UT 84130-0007

A fee of eighteen dollars (\$18.00) is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Cheryl A. Cook, Esq.  
Consolidated Rail Corporation  
Two Commerce Square  
2001 Market Street  
PO Box 41416  
Phila., PA 19101-1416

A short summary of the document to appear in the index follows:

**Amendment No.1 to Lease Agreement:** Amendment No. 1 to Lease Agreement, dated as of December 17, 1993, between First Security Bank of Utah, NA, as Owner Trustee, ("Lessor"), Corporate Trust Department, 79 South Main Street, PO Box 30007, Salt Lake City, UT 84130-0007 and Consolidated Rail Corporation ("Lessee"), Two Commerce Square, 2001 Market Street, PO Box 41425, Philadelphia, PA 19101-1425, amending a Lease Agreement, dated as of August 3, 1993, between Lessor and Lessee and filed under Recordation No. 18357.

If you have any questions regarding the foregoing, please contact the undersigned.

Very truly yours,



Cheryl Anne Cook  
Associate General Counsel-Corporate  
(215) 209 5042  
(215) 209 4819 (FAX)

RECORDATION NO. 183575 FILED 1425

DEC 20 1993 -9 05 AM

INTERSTATE COMMERCE COMMISSION

---

AMENDMENT NO. 1 dated as of December 17, 1993  
TO RAILROAD EQUIPMENT LEASE

Dated as of August 3, 1993 as supplemented by  
Supplement No. 1 dated September 30, 1993 and  
Supplement No. 2 dated December 15, 1993

Between

FIRST SECURITY BANK OF UTAH, NA  
not in its individual capacity but solely as trustee,  
Lessor/Owner Trustee,

and

CONSOLIDATED RAIL CORPORATION, Lessee

Forty (40) General Motors SD 40 Dash 2 Locomotives

---

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO  
49 U.S.C. §11303 ON DECEMBER \_\_, 1993 at \_\_:\_\_.M.,  
RECORDATION NUMBER \_\_\_\_ AND DEPOSITED WITH THE OFFICE  
OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO  
§90 OF THE RAILWAY ACT OF CANADA ON DECEMBER \_\_, 1993  
AT \_\_:\_\_.M., RECORDATION NUMBER \_\_\_\_.

THIS AMENDMENT NO. 1 to RAILROAD EQUIPMENT LEASE (this "Amendment"), dated December 17, 1993, among FIRST SECURITY BANK OF UTAH, NA, a Utah trust company, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of August 3, 1993 (the "Trust Agreement"), and CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation.

W I T N E S S E T H

WHEREAS, Lessor and Lessee have heretofore entered into an Amendment to the Railroad Equipment Lease (the "Lease") dated as of August 3, 1993 which was filed with the Interstate Commerce Commission on August 3, 1993 and assigned Recordation Number 18357, as supplemented by Lease Agreement Supplement No. 1 dated as of September 30, 1993, which was filed with the Interstate Commerce Commission on September 30, 1993 and assigned Recordation Number 18357-B, as supplemented by Lease Agreement Supplement No. 2 dated as of December 15, 1993, which was filed with the Interstate Commerce Commission on December 15, 1993 and assigned Recordation Number 18357-D.

WHEREAS, Lessor and Lessee have agreed to amend the Lease Agreement to provide for the commencement of the Basic Term on December 15, 1993 and the extension of the Basic Term to January 1, 2000, and in connection therewith Lessor and Lessee have agreed to enter into this Amendment No. 1 to the Lease Agreement.

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Section 1 of the Lease Agreement is amended and restated in its entirety to read as follows:

"1. Lease of Units. Lessor hereby leases to Lessee and Lessee hereby lease from Lessor the Units, to have and to hold the same unto Lessee for the period (a) as to each Unit, commencing on the date that such Unit is delivered to and accepted by Lessee, except in respect of the Ten Units (as defined in the Participation Agreement), in which case on the date of the execution and delivery of this Lease (in either case, the "Delivery Date") up to but not including the first day of the month following the Delivery Date for the

last Unit hereunder, which Delivery Date shall in no event be later than December 15, 1993 (such period from the Delivery Date of a Unit up to but not including January 1, 1994 (the "Commencement Date") hereinafter referred to as the "Interim Term" for such Unit and (b) as to all Units, commencing on the Commencement Date and ending on the date seventy-two (72) months after the Commencement Date (the "Basic Term Expiration Date"), or such earlier date as this Lease may be terminated with respect to the Units, or any of them, in accordance with the provisions hereof. The period of time commencing on the Commencement Date and ending on the Basic Term Expiration Date shall sometimes hereinafter be referred to as the "Basic Term." The Interim Term and the Basic Term shall sometimes hereinafter be referred to as the "Term." "

2. Exhibit A-1 shall be amended by replacing the Schedule A-1 attached hereto in its entirety.

3. All other provisions of the Lease shall remain in full force and effect.

4. This Amendment No. 1 to the Lease may be executed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. The governing law of this Amendment No. 1 to the Lease shall be that provided in Section 21(c) of the Lease. This Amendment has been delivered in the State of New York.

6. This Amendment No. 1 to the Lease shall be binding upon, and inure to the benefit of, all parties, successors and permitted assigns.

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment No. 1 to the Lease Agreement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee

By: W. J. O. L.  
Title: Asst. Vice Pres.

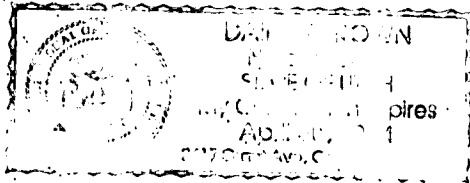
Lessee

CONSOLIDATED RAIL CORPORATION

By: Director-Project Financing

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On this \_\_\_ day of December, 1993 before me personally appear, Val T. Orton, to me personally known, who being by me duly sworn, says that (s)he is the Asst. Vice President of FIRST SECURITY BANK OF UTAH, NA, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December \_\_\_, 1993 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]

Dan W. Brown  
Notary Public

My commission expires 4/30/94

IN WITNESS WHEREOF, Lessor and Lessee have caused this Amendment No. 1 to the Lease Agreement to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

FIRST SECURITY BANK OF UTAH,  
NATIONAL ASSOCIATION  
not in its individual capacity  
but solely as Owner Trustee

By: \_\_\_\_\_  
Title:

Lessee

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McHadden  
Director-Project Financing



COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF PHILADELPHIA )

On this 16 day of December, 1993 before me personally appeared, Thomas J. McFadden, to me personally known, who being by me duly sworn, says that he is the Director - Project Financing of CONSOLIDATED RAIL CORPORATION, that the seal affixed the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on December 16, 1993 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Louise M. Boughton*  
Notary Public

[Notarial Seal]

My commission expires \_\_\_\_\_

NOTARIAL SEAL  
LOUISE M. BOUGHTON, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires June 25, 1994

## EXHIBIT A-1

CASUALTY VALUE SCHEDULE

Date	Current Strip Loss Value
15-Jul-93	625,000
15-Aug-93	628,000
15-Sep-93	628,000
15-Oct-93	628,000
15-Nov-93	628,000
15-Dec-93	628,000
15-Jan-94	621,917
15-Feb-94	618,824
15-Mar-94	615,781
15-Apr-94	612,668
15-May-94	609,586
15-Jun-94	606,502
15-Jul-94	603,419
15-Aug-94	600,336
15-Sep-94	597,253
15-Oct-94	594,170
15-Nov-94	591,087
15-Dec-94	588,004
15-Jan-95	584,921
15-Feb-95	581,838
15-Mar-95	578,755
15-Apr-95	575,672
15-May-95	572,589
15-Jun-95	569,506
15-Jul-95	566,423
15-Aug-95	563,340
15-Sep-95	560,257
15-Oct-95	557,174
15-Nov-95	554,091
15-Dec-95	551,008
15-Jan-96	547,925
15-Feb-96	544,842
15-Mar-96	541,759
15-Apr-96	538,676
15-May-96	535,593
15-Jun-96	532,510
15-Jul-96	529,427
15-Aug-96	526,344
15-Sep-96	523,261
15-Oct-96	520,178
15-Nov-96	517,095
15-Dec-96	514,012

Date	Current Stip Loss Value
15-Jan-97	810,829
15-Feb-97	807,846
15-Mar-97	804,763
15-Apr-97	801,680
15-May-97	498,897
15-Jun-97	498,814
15-Jul-97	492,431
15-Aug-97	489,348
15-Sep-97	486,265
15-Oct-97	483,182
15-Nov-97	480,099
15-Dec-97	477,016
15-Jan-98	473,933
15-Feb-98	470,850
15-Mar-98	467,767
15-Apr-98	464,684
15-May-98	461,601
15-Jun-98	458,518
15-Jul-98	455,435
15-Aug-98	452,352
15-Sep-98	449,269
15-Oct-98	446,186
15-Nov-98	443,103
15-Dec-98	440,020
15-Jan-99	436,937
15-Feb-99	433,854
15-Mar-99	430,771
15-Apr-99	427,688
15-May-99	424,605
15-Jun-99	421,522
15-Jul-99	418,439
15-Aug-99	415,356
15-Sep-99	412,273
15-Oct-99	409,190
15-Nov-99	406,107
15-Dec-99	403,024
01-Jan-00	400,000